



THE COUNTY OF SAN BERNARDINO
LOCAL WORKFORCE INVESTMENT
BOARD

and

YOUTH COUNCIL

INVITES

REQUEST FOR PROPOSALS
FOR
YEAR ROUND YOUTH PROGRAMS
PY 2003-2005

Administered by:

WORKFORCE INVESTMENT BUSINESS RESOURCE OFFICE

215 North D Street, Suite 201

San Bernardino, CA 92415-0041

[909] 381-7906

Linda Foster, Business Services Manager

Funded by Title I of the Workforce Investment Act of 1998

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SECTION 1

I. INTRODUCTION

A. Background

The Federal Government has overhauled its Federal job training programs. The Workforce Investment Act (WIA) was signed into law on August 7, 1998, and became fully implemented by July 1, 2000. WIA replaces the former Job Training Partnership Act (JTPA). Services for adults and youth provided under JTPA ended effective June 30, 2000. Year-round categorical programs, such as IIC and the Summer Youth Employment and Training Program (SYETP), were replaced by comprehensive and continual services under the new WIA Act. The San Bernardino County Workforce Investment Board Youth Council has established four objectives for Youth Programs, which include encouraging and fostering youth, and leveraging and partnering with other service and community agencies. The purpose of WIA youth programs is to help eligible youth achieve academic and employment success by providing comprehensive activities and ongoing guidance.

San Bernardino County is the Local Workforce Investment Area (LWIA) designated by the Governor to deliver Workforce Investment Act services. The Jobs and Employment Services Department is the entity administering the funds for WIA Title I Youth Program services. The Local Workforce Investment Board (LWIB) and the Board of Supervisors are inviting proposals, through a competitive bidding process, from Service Providers, who will singularly or collaboratively conduct programs, that will improve long-term employability and enhance educational, occupational, and leadership development skills for youths. Service Providers should also encourage school completion or enrollment in alternative school programs, and assist youth in addressing a myriad of problems that may impair their ability to make a successful transition from school to work, apprenticeship, military or to post-secondary education and training. By providing these types of comprehensive activities and services, Service Providers will reduce barriers and increase academic and employment opportunities for low-income youth.

B. Purpose

The San Bernardino County Jobs and Employment Services Department (JESD), hereafter referred to as the "County" or "JESD" is seeking proposals from interested, qualified and dedicated organizations/agencies to provide year-round assistance to youth, ages 14 - 21, who reside in the County of San Bernardino, in both academic and occupational learning, leadership development skills, educational advancement, and employment preparation. The contract period will be July 1, 2003 through June 30, 2005.

C. Reference Documents

The Jobs and Employment Services Department has the following materials available for review:

- H.R. 1385 - The Workforce Investment Act of 1998, P.L. 105-220
- The Department of Labor Federal Register (Workforce Investment Act; Interim Final Rule 20 DFR part 652, et. al.).
- County of San Bernardino WIA Plan
- State of California WIA Youth Plan

Further information regarding WIA regulations can also be obtained at the following websites:

- <http://www.calwia.org/>
- <http://usworkforce.org/wia/asp/act.asp>
- <http://usworkforce.org/finalregs.pdf>
- <http://www.jesd.com>
- <http://www.doleta.gov>

D. Minimum Proposer Requirements

All Proposers must:

1. Have a representative at the mandatory bidder's conference, as referenced in this Request for Proposal.
2. Be an educational organization, a public agency, private non-profit or for-profit organization, or community-based organization, with a training site located within San Bernardino County. (Preference will be given to agencies located within the County as opposed to those located within the City of San Bernardino.).
3. Have no outstanding Corrective Action Tracking System (CATS) items with JESD.
4. Be able to certify the organization is not proposed for debarment, presently debarred, suspended, or declared ineligible, as required by Executive Order 12549, "Debarment and Suspension," and implemented by 28 CFR, Part 67, for prospective participants in primary covered transactions.
5. Maintain adequate files and records and meet statistical reporting requirements.
6. Have the ability to track participants for twelve (12) months following program exit.
7. Have the demonstrated administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
8. Provide at least an additional 35% of leveraged or other funding to supplement the amount requested in the organization's proposal. No more than 20% of the additional funding may be from in-kind services/contributions. The remaining leveraged funding must be from other sources.
9. Proposed funding from a contract resulting from this RFP cannot be over 75% of the organization's gross revenue.
10. Complete the credit report authorization provided as Attachment XII of this RFP.
11. Meet other presentation and participation requirements as referenced in this RFP.
12. Have contractor staff attend mandatory WIA in-service training sessions. The County reserves the right to cancel any contract with any agency that does not attend training sessions.
13. Have Internet access.

E. Mandatory Bidders' Conferences

Mandatory Bidder's Conferences will be held at **9:00 A.M. and 1:00 P.M. on Thursday, March 6, 2003**, at the Workforce Investment Business Resource Office, **215 North D Street, Suite 201**, San Bernardino, CA. The purpose of the Bidders' Conference is to inform all interested parties of specific requirements and allowable activities under the Workforce Investment Act and the RFP. The Bidders' Conference is intended to be the primary source of information for all potential proposers. No questions about the development of proposals will be answered after the Bidders' Conference. JESD staff will not be allowed to provide assistance in writing proposals and may answer only technical questions regarding the RFP. Proposers can attend either the morning or afternoon conference.

After the Bidders' Conference, a summary of the questions and answers discussed at the Bidders' Conference will be available on the Internet at <http://www.jesd.com/> by March 24, 2003.

F. Correspondence

All correspondence is to be submitted to:

Workforce Investment Resource Business Office
215 North D Street, Suite 201
San Bernardino, CA 92415-0041

G. Proposal Submission

Proposals may be submitted at the following locations:

1. IN PERSON or BY MAIL at:

Beverly Wilson, Employment Services Manager
Workforce Investment Resource Business Office
215 North D Street, Suite 201
San Bernardino, CA 92415-0041

II. PROPOSAL SUBMISSION DEADLINE

A. Proposal Due Date

All proposals must be received at the addresses listed in Section 1 (I) (G) no later than 5:00 PM on **Monday, March 31, 2003**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt of proposals. All proposals will be time-stamped when received. Proposals received after the 5:00 PM deadline will not be considered. NO EXCEPTIONS.

B. Request for Proposals Timeline

RFP ISSUE DATE	February 26, 2003
NEWSPAPER ADS	February 27 – March 2, 2003
BIDDERS' CONFERENCE	March 6, 2003
DEADLINE TO SUBMIT TECHNICAL RFP QUESTIONS	March 20, 2003 – 5 PM
ANSWERS TO RFP QUESTIONS POSTED TO JESD WEB SITE	March 24, 2003
► DEADLINE TO SUBMIT PROPOSAL ◀	March 31, 2003 - 5 PM
REVIEW OF PROPOSALS	April 1 – 18, 2003
PRESENTATIONS TO YOUTH COUNCIL	April 21 – 25, 2003
STAFF FUNDING RECOMMENDATIONS	April 28, 2003
FUNDING DECISIONS FROM WIB	May 5, 2003
PROCESS AWARD APPROVAL / DENIAL LETTERS	May 6, 2003
SERVICE PROVIDER'S CONTRACT AWARD MEETING	May 8, 2003
DEADLINE TO RETURN SIGNED CONTRACTS	May 22, 2003
CONTRACTS APPROVED BY BOARD OF SUPERVISORS	June 10, 2003
SERVICE PROVIDERS' TRAINING	June 26, 2003 9 AM – 3 PM
CONTRACT EFFECTIVE DATE	July 1, 2003

THE ABOVE DATES ARE SUBJECT TO CHANGE IF DEEMED NECESSARY BY THE COUNTY.

NOTE: PLEASE CALL (909) 386-5131 TO CONFIRM DATES.

III. PROPOSAL CONDITIONS

A. Contingencies

- The County reserves the right to make changes to this RFP, based on clarifications in the regulations, State legislation, or other guidance provided by the Federal Government and the Local Workforce Investment Board regarding the implementation of the Workforce Investment Act.

2. Funding for this program is contingent on WIA Title I Youth Program Funding. This Request for Proposal (RFP) does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all bidders, in writing, if the County rejects all proposals.
3. The primary means of contracting will be established by the Local Workforce Investment Board (LWIB) in coordination with the Local Youth Council, and as specified under the Act and State regulations; however, the County may opt to entertain other contracting options, as specified and allowed under WIA and directives from the State of California.
4. The county will reimburse awarded contractors only for WIA expenses that have been paid by the contractor.
5. The County reserves the right to issue addenda and/or amendments subsequent to this Request for Proposal process.
6. The awarded contract may be extended for a period of up to one (1) year, contingent upon the availability of funds and the contractor's performance, to assure continued services for JESD participants, with concurrence, in writing, by both parties at the County's option.

B. Incurred Costs

The County shall not, in any event, be liable for any costs incurred in the preparation of proposals in response to this RFP. Proposer agrees that all costs incurred in developing this proposal are the proposer's sole responsibility.

C. Level of Service

For any contract awarded as a result of the RFP, the minimum number of participants proposed to be served may be negotiated by JESD.

D. Pre-Award On-Site Visits

Site visits may be conducted to verify information submitted in the proposal, to provide technical assistance, and to determine if the proposed facilities are appropriate for the proposed services to be provided.

E. Negotiations

The County may require the potential contractor(s) selected to participate in negotiations, and to submit a price, technical, or other revision of their proposal that may result from negotiations.

F. Undue Influence

All accepted proposals will be evaluated and rated in an impartial manner, free of conflict of interest, or undue influence. "Undue influence" shall be defined as an improper attempt to influence the RFP process, the impartial review of proposals, the recommendations of readers or staff, or the decision of the Workforce Investment Board (WIB). Undue influence is what any reasonable person would consider as an attempt to influence the recommendation or decision of an individual, based on a factor or factors other than those set forth to be applied equitably to all applicants. Proposers are advised that there will be negative consequences in response to any attempt to tamper with the impartial process.

G. Withdrawals of Proposals

Proposals may be withdrawn by written request of the authorized negotiating agent. Requests must be submitted on the organization/agency letterhead and must specify the reason(s) for withdrawal.

H. Final Authority

The final authority to award a contract rests solely with the County of San Bernardino Board of Supervisors.

IV. SCOPE OF WORK

A. Program Objectives

Service providers will be responsible for administering services as required by the Act. In addition, the Act requires the coordination of agencies to make available to eligible youth the ten program elements. To ensure

that proper services are provided, an assessment shall be administered to each youth. Based on assessment results, a training plan will be developed and continually maintained to ensure the needs of the youth are addressed. The overall objectives of WIA funded youth programs are outlined below:

1. Build linkages with existing youth services agencies to ensure comprehensive services to youth and to maximize the return on dollars invested in youth programming;
2. Improve educational and skill competencies;
3. Establish effective connections with educational agencies, local employers, the community, and family/peer networks;
4. Offer work opportunities for youth to provide an environment for learning, building responsibility, achieving personal development, and growth;
5. Incorporate a variety of workforce development approaches in order to assist youth in identifying personal interests and begin establishing goals toward long-term career interests. This includes such activities as career exploration, industry-specific job training and college exploration;
6. Structure long-term adult mentoring relationships of a minimum one year duration;
7. Offer supportive services and incentives for recognition and achievement;
8. Provide activities related to leadership development, decision-making, citizenship, and community services;
9. Provide life skills training to teach personal responsibility and prevent out-of-wedlock pregnancies;
10. Hire and develop quality staff, implement systems for staff stability and continuity, and provide in-service training and staff development; and,
11. Commit to continuous improvement, including establishing mechanisms for internal and external evaluations, and customer satisfaction improvement processes.

B. Program Design

The County will negotiate the following activities and services, as deemed appropriate. The County reserves the right to conduct the following activities and services in-house and/or as contracted services. Proposers shall describe how they will design and/or implement these activities and services should the County desire to include them as contractual items.

1. Recruitment

Contractors are responsible for the recruitment of participants on a year-round basis to locate eligible in-school and out-of-school youth. Outreach and recruitment efforts shall be highly encouraged to inform out-of-school youth about the services being offered in their regional area, and to develop linkages to enroll out-of-school youth who no longer have ties to school networks. Out-of-school youth may also be enrolled as a result of coordination with employment services, housing authorities, or the juvenile justice system. Contractors must submit a separate recruitment plan explaining in detail how they plan to recruit younger (ages 14-18) and older (19-21) youth into the program. The plan should include, but not be limited to, explaining in what areas recruitment will occur, what schools, if any, will be targeted for recruitment, existence of a waiting list, etc. Additionally, a **separate** recruitment plan must be submitted for out-of-school youth (ages 14-21), specifically addressing recruitment for youth in this category. As 30% of funding must be spent on out-of-school youth, a complete and concise plan for their recruitment is necessary.

2. Eligibility Determination

Eligibility determination includes the completion of the WIA application, verification of the information provided for the application, and determining if the individual, who has applied, meets the criteria required by 20 CFR Sections 664.200, 664.220 and 664.250.

3. Initial Assessment

Contractors are responsible for conducting an objective assessment of all participants. All participants will be given an objective assessment that is a client-based diagnostic approach, aimed at determining the participant's level of need. The assessment shall include, but is not limited to, basic skills, occupational skills, interests, aptitude, work readiness skills, and supportive service needs. Prior to the end of the program, youth must be post-tested, using the same test as was used for the pre-test, and scores recorded for determining skill attainment. All assessment tools must be standardized and approved by the Youth Council.

4. Orientation

All participants must receive information on the full services that are available through the contractor, including contracted services and services offered through San Bernardino County's Employment Resource Centers. The orientation is designed to provide youth with the opportunity to begin a self-directed assessment of services needed and whether WIA Title I services are the most appropriate to meet their needs.

5. Individual Service Strategy (ISS)

- a. The contractor shall develop the ISS in conjunction with the participant. This must include the development of basic skills goals, occupational skills goals, work readiness skills goals, and appropriate training and services objectives, based upon the participant's objective assessment.
- b. The ISS is to be reviewed periodically and adjusted, as necessary, to evaluate the progress of the participant's services and activities. This continued evaluation will ensure progress is being made toward the achievement of the participant's employment goals and training objectives.

6. Skill Goals

The contractor will provide an ISS for each youth, based upon the initial assessment (as described above in B3) that will establish skill goals to be accomplished within each category:

- Basic Skills
- Work Readiness Skills
- Occupational Skills

The participant must set, at a minimum, goals that address each of the above-listed categories. Success or failure of skill attainment goals will be measured no later than one year from the time the goal was set, whether or not the participant has exited the program or is still active. Skill attainment must be documented by using the guidelines set forth by the San Bernardino County Workforce Investment Board Youth Skill Attainment Guide, and approved and generally accepted assessment tools.

C. Program Elements

The following ten program elements are required youth services and must be made available by each service provider as of July 1, 2003 on a year-round basis. Each element must be addressed as concisely as possible for In-School Youth and Out-of-School Youth in Attachment VIII and IX. General statements that lack specifics in implementing these elements are not acceptable. Specific details as to class schedules and times, instructors who will teach or direct the element, etc., are necessary. Use extra sheets, if necessary, to explain how you will implement each element.

1. Academic Enhancement Skills

Tutoring, study skills training, GED preparation, remedial education, literacy training, basic skills instruction, and English-as-a-Second-Language (ESL) instruction. Activities should be designed to aid youth in raising their reading and math levels, and in completing secondary school. All youth will receive this service.

2. Alternative Secondary School Services

Services offered at an alternative secondary school. Alternative schools will be used as a point of re-entry for school dropouts. They may also be used to keep youth who are in danger of dropping out of regular

school in the school environment. *(Note: Students attending alternative secondary schools are not considered “out-of-school” youth for purposes of determining eligibility for WIA.)*

3. Summer Opportunities

Summer opportunities may include workshops, job shadowing, life skills, basic skills, mentoring, leadership skills and work readiness training. Stipends may be used as a motivational incentive for youth to complete these activities. No participant wages may be paid for participation in activities provided through Summer Opportunity.

4. Paid and Unpaid Work Experience

This activity is only for youth aged 17 – 21. The activity is a planned, structured learning experience that takes place at a workplace/worksites for a limited period of time. The experience will provide youth with exposure to the world of work, career exploration, skill development, and the common expectations in the workplace. Youth should acquire the skills, personal attributes, and knowledge needed to get and keep a job. The work places/sites may be in the private for-profit sector, non-profit sector or the public sector. This element includes entrepreneurship, internships, service learning, paid and unpaid community service, job shadowing, and on-the-job training, as appropriate. The outcome of this activity is placement of the youth into unsubsidized employment.

5. Occupational Skills Training

One or more courses that, upon successful completion, leads to: a) a certificate, an associate degree, or baccalaureate degree OR, b) a competency or skill recognized by employers OR, c) a training regimen that provides individuals with additional skills or competencies recognized by employers.

6. Leadership Development Opportunities

Exposure to post-secondary, educational opportunities, community and service learning projects, peer mentoring and tutoring, organizational and teamwork training, decision-making, citizenship training in areas such as life skills, budgeting and parenting, social responsibility, (including prevention of out-of-wedlock pregnancies), and positive social behaviors, to include maintaining a healthy lifestyle, (including being alcohol and drug free), positive attitude development, self-esteem building, cultural diversity, work simulation activities and other soft skills training.

7. Supportive Services

Services such as transportation, childcare, dependent care, linkages to community services, assistance with housing costs, referrals to medical services, assistance with uniforms, appropriate work attire and work-related tool costs, and other needs-related payments that are necessary to enable an individual to participate in activities authorized under WIA.

8. Adult Mentoring

A program in which caring, sensitive and knowledgeable adults provide significant time and attention to a small group of youth. Mentors must be carefully screened and well trained in working effectively and compassionately with young people, providing age-appropriate activities that follow sound youth development principles. Adult mentoring must be for duration of at least twelve months, and may occur both during and after program participation.

9. Follow-Up Services

Includes services such as leadership development, supportive services, employment follow-up/tracking, career and educational development, work-related peer groups, and adult mentoring. All youth participants must receive follow-up services for a minimum of twelve months. See paragraph IV D - Follow-Up Services, for further explanation.

10. Comprehensive Guidance and Counseling Services

A combination of guidance, connection to the workplace, and strong community ties. Although the program focuses on work and training, youth receive encouragement and knowledge, which help decrease other risk behaviors. Comprehensive guidance and counseling offer a holistic approach to working with youth.

D. Follow-Up Elements

All youth participants must receive some form of follow-up elements for a minimum duration of twelve months after exiting the program. The types of services provided and the duration of services must be determined, based on the needs of the individual. Follow-up services for youth may include, but are not limited to:

1. Paid and unpaid work experience;
2. Regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise;
3. Assistance in securing better paying jobs, career development, and further education;
4. Work-related peer support groups; and/or
5. Leadership development and supportive activities
6. Adult mentoring and tracking the progress of youth in school and in employment after training.

E. Program Requirements

1. Leveraging

Since available funds for WIA Title I Youth Programs are limited and must be carefully allocated in order to serve eligible youth, all Proposers **must seek and secure** additional funding sources in the amount of 35% of total proposal in order to augment WIA funding awards. Proposers must complete Attachment VI. Note: In-kind services/contributions may total no more than 20% of the additional funding source.

2. Linkages

Proposers are **required** to establish linkages with the County Employment Resource Center in their area, as well as establishing linkages with other agencies to ensure that all the ten program elements are available to youth served. Referrals to other agencies must be used to provide a full array of program services in the most cost-effective manner. Letters of Intent must be submitted with the proposal; however, Formalized Agreements between the Proposer and partnering agencies **must** be received at JESD prior to ratification of the contract by the Board of Supervisors. All proposers must complete Attachment VII.

3. Out-of-school Youth

A minimum of 30% of awarded funds must be used to provide activities to out-of-school youth. Out-of-school youth is defined as eligible youth, ages 14-21, who are dropouts, or youth who have received a secondary school diploma or its equivalent, but are basic skills deficient, unemployed, or under employed. The number of enrolled out-of-school youth must correlate with the 30% of funds expended. To achieve a 30% expenditure requirement, each successful proposer will ensure tracking of expenditures for out-of-school youth separately on their line item budget.

4. School Status

Youth served under this program may be either in school, or out-of-school as defined by WIA. Any individual, who is under the age of 18 and a school dropout, shall enroll in and attend a school, a high school equivalency program or attend an alternative course of study approved by the Local Educational Agency (LEA). Documentation to substantiate reenrollment must be provided before a youth may participate in any WIA activity.

5. Youth Eligibility Requirements

- a. Youth wishing to participate in WIA Title I Youth Programs must meet the eligibility criteria as established and required by 20 CFR Sections 664.200, 664.220 and 664.250. The following chart illustrates the respective criteria for each eligibility category.

Standard Eligibility Requirements	Five (%) Window – Youth who are not income-eligible	Disabled Youth
<ol style="list-style-type: none"> 1. Is age 14 through 21, and; 2. Is a resident of San Bernardino County, and; 3. Is basic skills deficient in math or English, and; 4. Is a low income individual (Meets income criteria established in WIA section 101 (25) (B)), and; 5. Is within one or more of the following categories: <ol style="list-style-type: none"> a) School dropout b) Homeless, runaway, or foster child c) Pregnant or parenting d) Offender e) Is an individual (including a youth with a disability) who requires additional assistance to complete an educational program or to secure and hold employment 	<ol style="list-style-type: none"> 1. Is age 14 through 21 and; 2. Is a resident of San Bernardino County, and; 3. Is within one or more of the following categories: <ol style="list-style-type: none"> a) School dropout b) Basic skills deficient c) Are one or more grade levels below the grade level appropriate to the individual's age d) Pregnant or parenting e) Possess one or more disabilities including learning disabilities f) Homeless or runaway g) Offender h) Face serious barriers to employment as defined by the Local Board 	<ol style="list-style-type: none"> 1. Is age 14 through 21, and; 2. Is a resident of San Bernardino County, and; 3. Is deficient in basic literacy skills, and; 4. Disabled, and; 5. Youth's own income criteria meets one of the following: <ol style="list-style-type: none"> a) The income criteria established in WIA section 101 (25) (B) b) The income eligibility criteria for cash payments under any Federal, State, or local public assistance program. (WIA section 101 (25) (F)

- b. Selection criteria and processes must be established and utilized to determine that special consideration is given, so that targeted groups (foster care youth, school dropouts, pregnant / parenting and youth offenders) are selected for enrollment into the program. Documentation must be maintained that supports this selection process.
- c. Proposers are responsible for WIA eligibility determination and verification, the collection of the required supporting documentation, and the completion and submission of all necessary eligibility documents. An eligibility tracking system shall be implemented to ensure that the participants meet prescribed WIA eligibility criteria. In addition, a system shall be in place to ensure that the necessary WIA documents, that report program activities, will be submitted in the timeframe required by the LWIA.

6. Participant Records

The proposer shall establish and maintain a separate file for each individual who participates in the program. Participant records shall be maintained, at all times, on-site and shall be kept in a secure location with limited access. The participant files shall include the documentation necessary to support all WIA eligibility, program services, and training activities.

7. Achievement Portfolio

The proposer shall work with the participant to develop a tangible record of skills mastery. The portfolio may include, but is not limited to, program accomplishments, acquired skills, certificates and résumés.

8. Monitoring

Proposer is responsible for monitoring its WIA program activities that take place off site. The service provider's staff shall make a written record of their findings and share them with management and the off-site operators. The service provider shall develop a schedule for monitoring the off-site activities and maintain records of the reviews.

9. Case Management

The proposer shall incorporate a case management system into their program as an element to assist in the participant's success. Case management is a client-centered process for assessing and documenting the needs, progress and achievements of an individual from program enrollment through follow-up.

F. Quarterly Report

The San Bernardino County Workforce Investment Board (WIB) Youth Council will measure contractors funded under this grant on a quarterly basis. These quarterly reports will be generated by JESD Contracts Staff and will be mailed to all contractors at the end of each quarter; e.g., September, December, March and June during both contract years. The report will include the following three elements:

1. Enrollment Rate – The percentage of youth enrolled in the contractor's program. By the end of the first quarter of the Program Year, all contractors must have 75% of their contracted youth enrolled, and by the end of the second quarter of the program year, all contracted youth must be enrolled in the program completely. Contractors not meeting this requirement are subject to recapture of some or all of their program year funds. Enrollment is defined in Section 3 (VII).
2. Participation Rate – The percentage of enrolled youth who are participating in one or more program elements during the reporting quarter. Contractors will utilize the Individual Service Strategy (ISS) to determine how many program elements each youth will receive.
3. Billing Rate – The percentage of funds that the contractor has expended thus far in the contract year per quarter. Contractors will need to track their expenditures carefully to ensure that they are expending grant funds at a 25% pace per quarter. Contractors who do not meet the 25% spending target will be subject to the recapture of program year funds. Contractors will also need to adequately track their expenditures for out-of-school youth.

G. Performance Requirements

Under WIA, there are seven required core performance measures for youth. Four of these measures apply to older youth (aged 19 – 21): entered employment, retention in employment, earnings change and credential attainment rate. The other three measures apply to younger youth (aged 14 – 18): skill attainment rate, diploma and equivalent attainment rate, and retention rate (refers to retention in employment, post-secondary education, military, qualified apprenticeship or advanced training). The core performance measures for youth have been defined to reflect the comprehensive services, linkages between summer activities to academic and occupational learning, flexibility of program design and continuum of services that are called for under the WIA.

1. Younger Youth (aged 14 – 18) Core Performance Measures

a. Skill Attainment Rate (90%)

Total number of basic skills goals attained by younger youth plus number of work readiness skills goals attained by younger youth plus number of occupational skills goals attained by younger youth *divided by* the total number of basis skills goals plus the number of work readiness skills plus the number of occupational skills goals.

b. Diploma or Equivalency Attainment Rate (60%)

Of those who register without a diploma or equivalent: number of younger youth who attained secondary school diploma or equivalent during the quarter *divided by* the number of younger youth who did not attain a diploma or equivalent and who exited during the quarter (except those still in secondary school) plus younger youth who have attained a diploma or equivalent during the quarter.

c. Retention Rate (44.7%)

Number of younger youth found in one of the following in the 3rd quarter following exit: post-secondary education, advanced training, employment, military service or qualified apprenticeships *divided by* the number of younger youth who exited during the quarter (except those still in secondary school).

2. Older Youth (aged 19 – 21) Core Performance Measures

a. Older Youth Entered Employment Rate (73.69%)

Of those who are not employed at registration and do not move on to post-secondary education or advanced training: Number of older youth who have entered employment by the end of the first quarter after exit *divided by* the number of older youth who exit during the quarter.

- b. Older Youth Employment Retention Rate at 6 Months – 74.08%
Of those who are employed at registration or in the 1st quarter after exit and who do not move on to post-secondary education or advanced training: total post-program earnings (earnings in quarter 2 + quarter 3 after exit) minus pre-program earnings (earnings in quarter 2 + quarter 3 prior to registration) *divided by* the number of older youth who exit during the quarter.
 - c. Older Youth Average Earnings Change in 6 Months – \$2720.00
Of those who are employed at registration or in the 1st quarter after exit and who do not move on to post-secondary education or advanced training: total post-program earnings (earnings in quarter 2 + quarter 3 after exit) minus pre-program earnings (earnings in quarter 2 + quarter 3 prior to registration) *divided by* the number of older youth who exit during the quarter.
 - d. Older Youth Employment and Credential Rate – 55%
Number of older youth who are in employment or post-secondary education or advanced training by the end of the 1st quarter after exit and received a credential by the end of the 3rd quarter after exit *divided by* the number of older youth who exited during the quarter.
3. **Customer Satisfaction Measure**
- a. A single customer satisfaction measure for both older and younger youth will be used.
 - b. A single customer satisfaction measure for employers working with youth will be used.
 - c. Further guidance will be provided on the implementation of the customer satisfaction measures.
4. Continuous Improvement
Section 136 of the WIA Act mandates that states conduct on-going evaluations of WIA activities to promote and implement methods for continuously improving them. This is to encourage service providers to strive for a higher level of performance; rather than merely meeting predetermined levels of performance.

SECTION 2

I. CONTRACT REQUIREMENTS

A. Fiscal

1. Cost Allocation Plan

Proposers, who are successful in receiving a contract, will be required to provide to the County, **prior to contract execution**, a copy of their Cost Allocation Plan and Methodology. The Cost Allocation Methodology will explain the allocation methods used to distribute allowable direct and indirect costs. Examples of these costs are salaries/benefits, travel, service/supplies, and rent/space.

2. A Cost Allocation Plan includes at least the following elements:

- a. Organization chart that identifies all departments, types of services provided, and WIA and non-WIA staff functions.
- b. Description of the types of services provided and their relevance to corresponding funding source. Include all WIA and non-WIA revenue sources and cost objectives.
- c. Copy of official financial statements or budgets.
- d. Expense items included in the cost of their services.
- e. The methods used in distributing the expenses to the benefiting program.
- f. Certification by an authorized (sub) recipient official that the plan has been prepared in accordance with the applicable circulars from the Federal Office of Management and Budget (OMB).

3. Budget

Proposer must include two detailed (Year One – Program; Year Two – Follow-up) line item budgets. This budget must provide matching funding sources and amounts. On a separate page, attach a budget narrative for program and administrative costs separately:

- Give a brief and concise explanation of each budget item in the same order as the line item budget.
- Include method and/or formula for estimating each line item figure.
- For personnel costs, include personnel justification that lists job titles, rate of pay, and part or full time (or Full Time Equivalent employee) or anticipated time to be spent in program activities. For **each** person in the organization under this contract, fill out the “Job Description Form, Attachment X and attach it to this RFP.
- Include the name and position of the person (s) who prepared the budget.

A price analysis will be conducted in the course of the proposal review. The price analysis provides the County with information needed to prove cost reasonableness as required by the U.S. Department of Labor.

4. Recapture of Funds

To ensure effective utilization of WIA funds, the service provider’s performance shall be reviewed by the County on a periodic basis to determine if the performance requirements are being met and whether the budgeted funds will be fully expended within the term of the contract. Depending on the outcomes of the review, funds originally provided to the service provider may be treated as follows:

De-obligation: The County retains the option to de-obligate funds, in part or in full, when the review indicates that funds were over-allocated, based upon the projected performance to be achieved by the service provider, or the service provider is not able to fully expend the total funds within the term of the contract. If funds are de-obligated, the proposer will be required to submit an adjusted budget.

Re-obligation: The County retains the option to add funds into the contract when the review indicates the service provider may exceed the performance requirements and, where the expenses, as a result of the over-achievement, may exceed the amount originally allocated; however, an amendment to the contract to

add funds is subject to the availability of WIA funds received by the County. If funds are added to the contract, the proposer will be required to submit an adjusted budget.

5. Payment by Students

WIA Youth participants should not pay out-of-pocket expenses, except for consumable desktop school supplies such as paper, pens, pencils and other such items. All costs for training, books, fees, supplies, uniforms, tools, testing fees and other items are to be included in the contracted amount.

6. Advance Payments

The County can make advance payments up to 20% on an exceptional need basis to service providers. Payment will be made on a reimbursement basis against contractual billings. All advance payments may be considered earned payments and may be retained by the service provider, unless an overpayment, monitoring finding, or audit makes repayment necessary. All advance payments must be requested within thirty days of the contract start date. No advances will be granted after this time.

7. Equipment

- a. Purchase, lease, or lease to purchase of fixed assets, equipment, or property using funds provided by WIA requires advance approval by JESD Contracts staff. Request to purchase, lease, or lease to purchase of equipment must follow the procedural rules adopted by JESD.
- b. Any property, equipment, or assets furnished to a service provider by the County and/or purchased by a service provider, with funds from WIA, must be used in connection with, and/or support of, WIA training programs.
- c. Any property, equipment, or assets furnished to the service provider by the County and/or purchased by a service provider, with funds from WIA, shall remain the property of the State of California/County of San Bernardino. Upon completion of the program, the service provider shall return such equipment or assets to the County.

8. Program Income

Agencies shall not use revenues in excess of cost to divert WIA resources for non-WIA expenses.

9. Audit And Financial Reporting Requirements

a. Financial Reporting Requirements

Every contractor receiving funds under a contract awarded in response to this RFP shall be required to submit financial reports and supporting documentation on schedules based in part on the type of service(s) for which the contract is awarded. Subsequent financial audits or certified financial statements shall be reviewed for consistency, with financial reports submitted periodically throughout the contract period. Failure to submit accurate or timely financial reports may result in suspension of contract funds, early termination of the contract, and/or failure to extend the contract.

b. Independent Audit Provisions

1) Contractors Receiving \$300,000/year in Aggregate Federal Funding

In accordance with the Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Other Non-Profit Organizations", non-Federal entities that expend \$300,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of this circular. The responsibility for securing the required audits will be that of the service provider. The County is responsible for making sure that its service providers comply with the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. County and city governmental entities should submit their audit reports to the State Controller. All other audit reports shall be sent by the date established in the circular to:

SINGLE AUDIT COORDINATOR
AUDIT AND EVALUATION DIVISION
EMPLOYMENT DEVELOPMENT DEPARTMENT
P.O. BOX 826880, MIC 78
SACRAMENTO, CA 94280-0001

A copy of the circular may be accessed online through the OMB internet site at:
<http://www.whitehouse.gov/WH/EOP/OMB/html/circular.html>

A hard copy of the circular may be ordered from:

Government Printing Office
Superintendent of Documents
Washington, D.C. 20402-9325

- 2) Contractors receiving less than \$300,000/year in aggregate Federal Funding per year under contract with the County/JESD
All contractors receiving funds of less than \$300,000 under contracts awarded by JESD must submit, within a specified time after the termination of each program year, a financial statement compiled by a qualified individual who may be an employee of the contractor. This report shall include a statement that the contractor's financial and program records have been reviewed, and shall include a specific accounting of the receipt and expenditure of funds awarded under contract with the County/JESD.

B. General

1. Representation of the County
In the performance of the contract, service provider, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
2. Service Provider Primary Contact
The service provider will designate an individual to serve as the primary point of contact for the contract. The service provider or designee must respond to County inquiries within two business days. The service provider shall not change the primary point of contact without written acknowledgement to the County.
3. Change of Address
The service provider shall notify the County, in writing, of any change in mailing address within ten business days of the address change.
4. Contract Assignability
Without the prior written consent of the County, the contract is not assignable by service provider either in whole or in part.
5. Subcontracting
The service provider agrees not to enter into any subcontracting agreements for work contemplated under the contract without first obtaining written approval from the County. Any subcontracts shall be subject to the same terms and conditions as the service provider. The service provider shall be fully responsible for the performance of and payments of any subcontractor's contract.
6. Contract Amendments
The service provider agrees any alterations, variations, modifications, or waivers of provisions of the contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original of the contract and approved by the required persons and organizations.
7. Contract Extensions
The contract may be extended for a period of up to one year, contingent upon the availability of funds and the contractor's performance, to assure continued services for JESD participants, with concurrence in writing by both parties, at the County's option.

8. Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials, who terminated county employment within the last five years, and who are now officers, principals, partners, associates, or members of the business, and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, “county administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, County Administrative Officer or member of such officer’s staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit. Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

9. Inaccuracies or Misrepresentations

If, in the course of the RFP process or in the administration of a resulting contract, the County determines that the vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the county, the vendor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, the county is entitled to pursue any available legal remedies.

10. Patents, Invention, Copyright

- a. If any project produces patentable items, patent rights, and/or discovery of inventions in the course of work under a Federal grant or agreement, the service provider shall report the fact promptly and fully to the County.
- b. The County, or the State, or the DOL’s representative shall determine how the rights on the invention or discovery, including licensing, reproduction, publishing, utilization, royalty will be administered in order to protect the public interest consistent with the government policy.
- c. The County shall have a royalty-free, non-exclusive, and irrevocable license to publish, disclose, copy, translate and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties developed under this contract, including those covered by copyright. The County reserves the right to authorize others to use or reproduce such material.

11. Attorney Fees

The service provider agrees to bear its own attorney fees and costs, regardless of who prevails in the event of a contractual dispute, and not charge such fees as an expense under this contract.

12. Conflict of Interest

- a. The service provider shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractor, and the County. The service provider shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
- b. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes pursuant to WIA Rules and Regulations and State law. In the event that the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County, and such conflict may constitute grounds for termination of the agreement.
- c. This provision shall not be construed to prohibit employment of persons with whom service provider’s officers, employees, or agents have family, business, or other ties, so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

13. Policies and Procedures

- a. Proposer shall have in place written organizational policies and procedures that ensure proper management oversight of the agency and provides their staff with sufficient guidance and understanding of program operations. These shall include, but are not limited to, personnel policy, job descriptions, equal employment opportunity, procurement and control of property, accounting and fiscal controls, payroll, complaints and grievances, and control, maintenance and retention of records.
- b. Proposer shall have in place written procedures that provide their staff with sufficient guidance and understanding of program operations. These procedures shall cover the full scope of services, from outreach through follow-up.
- c. Proposer shall have in place a process that ensures that all appropriate staff members will be fully trained in the current and updated programmatic and operational procedures of the agency. Additionally, a process shall be in place to advise all staff members, in an effective and timely manner, of any changes in LWIA and/or WIA regulations and procedures.

14. Grievance Procedure

The service provider will ensure that staff members are knowledgeable about the Jobs and Employment Services Department Grievance Procedure, and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

15. Confidentiality

- a. The service provider shall require its officers, agents, employees, volunteers and any subcontractor to comply with the provisions of WIA Section 106 to assure that all applications and records concerning any individual made or kept by any public officer or agency or service provider in connection with the administration of any provision of WIA relating to any forms of services for which funds are received by the service provider under this contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
- b. No person will publish or disclose, or use or permit or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under this contract.
- c. The service provider agrees to inform all subcontractors, consultants, employees, agents and partners of the above provisions and that any person knowingly and/or intentionally violating the provisions of this article is guilty of a misdemeanor.

16. Records

The service provider shall maintain all records and management books, in their original form, pertaining to local service delivery and demonstrate accountability for contract performance. In addition, the service provider shall maintain all fiscal and statistical records pertaining to the program. All records shall be kept and maintained for a period of three years, pursuant to WIA requirements.

- a. Records should include, but are not limited to, WIA required forms and documentation, tests, certifications, training information and schedules, attendance sign-in sheets, employer's verification of employment and follow-up, monthly summary sheets, and other primary source documents. Fiscal records shall be kept in accordance with generally accepted accounting principles and must account for all funds, tangible assets, revenue and expenditures.
- b. All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records in accordance with the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the contract.

17. Liquidated Damages for Late Invoices

The service provider will submit invoices and documentation as required under the terms of the contract. All invoices are due no later than 10 calendar days following the month of service. The County and

service provider agree that failure to submit timely invoices in compliance with the terms of this contract will cause damages to the County and the LWIB which may be uncertain and would be impractical or difficult to ascertain. Any invoice received more than 30 calendar days following the month of service shall be deemed a late invoice. The County and service provider agree that the County will assess, and the service provider will pay, liquidated damages totaling 10% of any late invoice. Such assessments are liquidated damages and not penalties and will be deducted from the total amount billed in the late invoice. Liquidated damages assessed, pursuant to this provision, represent damages in conformity with California Civil Code 1671. The assessment of liquidated damages may be appealed, in writing, to the Director of JESD at the address listed in Section 1, Paragraph I F (Correspondence). The appeal must state the extenuating circumstances that resulted in a late invoice(s).

18. Licenses and Permits

The service provider will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County, and all other appropriate governmental agencies, and agree to maintain these licenses and permit in effect for the duration of this contract. The service provider will notify the County immediately of loss or suspension of any such licenses and permits.

19. Health and Safety

The service provider will comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the contract.

20. Pro-children Act of 1994

The service provider will comply with Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

21. Environmental Regulations

a. EPA Regulations. If the amount available to service provider, under all Federal contracts, exceeds \$100,000, service provider will agree to comply with Section 306 of the Clean Air Act (42 USC 1857h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

b. State Energy Conservation Clause. The service provider shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Code of Regulations).

22. Recycling

The service provider shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of the contract. Recycled printed products shall include a symbol identifying the recycled material.

23. Public Accessibility

The service provider shall ensure that services provided are accessible by public transportation.

24. Americans with Disabilities Act

The service provider shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1990.

25. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under contract, the service provider will notify the County, within one working day, in writing and by telephone.

26. Nepotism

No relative by blood, adoption, or marriage of any executive, person in an administrative capacity, or employee of the service provider shall be enrolled for services or training provided by the service provider.

27. Displacement

A participant in a program or activity authorized under Title 1 of WIA must not displace (including partial displacement, such as a reduction in hours, wages, or benefits), any currently employed employee of the contracted agency.

II. INDEMNIFICATION AND INSURANCE REQUIREMENTS

NOTE: Insurance is an approved cost reimbursement category. The cost of insurance (and/or additional insurance required by this RFP) is an allowable expense and should be included in the organization's budget submitted with the proposal.

A. Indemnification

The contractor agrees to indemnify, defend, and hold harmless the County, and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors, or omissions of any person, and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

B. Insurance

1. Without, in any way, affecting the indemnity herein provided and in addition thereto, the contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:
2. Workers' Compensation – A program of Workers' Compensation Insurance or a state-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the service provider and all risks to such persons under this contract.

If contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

3. Comprehensive General and Automobile Liability Insurance

- a. All contractors are required to maintain this coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- b. Contractors providing transportation services to JESD participants and/or members of their households must provide proof of Comprehensive Automobile Liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than ten million dollars (\$10,000,000).

4. REQUIRED POLICY ENDORSEMENTS

Additional Named Insured – All policies, **except** for the Workers' Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

NOTE: This endorsement on the certificate and on the actual policy endorsement form(s) **must be worded exactly** as follows: **The County of San Bernardino, its officers, employees, agents, and volunteers are named as additional insured with respect to services provided under Contract.**

ANY VARIATION WILL BE CONSIDERED AS NON-COMPLIANCE.

5. Waiver of Subrogation Rights – **Except** for Errors and Omissions Liability and Professional Liability, contractors shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors.

NOTE: This endorsement on the certificate and on the actual policy endorsement form(s) must be worded **exactly** as follows: **Subrogation rights are waived against the County of San Bernardino, its officers, employees, agents, volunteers, contractors, and subcontractors.***

ANY VARIATION WILL BE CONSIDERED AS NON-COMPLIANCE.

*On Workers' Compensation certificates/policies issued by State Insurance Compensation Fund (SICF), the following alternate language may be substituted: Endorsement #2570 Entitled Waiver of Subrogation Effective (State Fund inserts the policy's "Effective Date") is attached to and forms part of this policy.

THIRD PARTY NAME: County of San Bernardino, JESD, and Its Affiliates.

6. Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self insurance programs carried or administered by the County.
7. The contractor shall immediately furnish certificates of insurance to JESD evidencing the insurance coverage, including endorsements, required above prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without 30 days' written notice to JESD, and the contractor shall maintain such insurance from the time the contractor commences performance of services hereunder until the completion of such services.

Certificates of insurance must indicate the "Certificate Holder" as: **County of San Bernardino, JESD @ 851 S. Mt. Vernon Ave., Suite 22, Colton, CA 92324.** Within 60 days of the commencement of this agreement, the contractor shall furnish certified copies of the policies and all endorsements.

C. Insurance Review

1. The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonable related to the County's risk.
2. Any such reduction or waiver for the entire term of the contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. The service provider agrees to execute any such amendment within 30days of receipt.

D. Compliance Letter

Proposers who do not have the above insurance requirements (paragraph II, A-C above) in place and on file with JESD **MUST** include a letter signed by their insurance agent, on their insurance company's letterhead, stating that the above requirements and language can be met and will be included in a policy if a contract is awarded.

III. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor

1. The County, the State of California, the U.S. Department of Labor, the Office of the Inspector General, and the Comptroller General shall have the right to observe, monitor, and/or evaluate all conditions and activities in the Agreement, and to investigate, examine and audit all records, books, papers or documents

related to the conduct of programs funded by the County. The service provider shall give full cooperation in any auditing or monitoring conducted.

2. The County reserves the right to monitor and visit, announced or unannounced the service provider's program, including visits to all locations, offices and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with the Local Workforce Investment Area (LWIA) monitoring guide and the monitoring activities become part of the contract requirements.
3. The service provider shall cooperate in the implementation, monitoring, and evaluation of this agreement and comply with any and all reporting requirements established by County, State, and Federal Government.
4. The service provider may be given notice during monitoring of corrective actions to be taken to bring the service provider into compliance with contract requirements. All corrective action items must be resolved to meet contract requirements within 30 days of receiving such notice. Failure to resolve corrective action items will result in contract suspension or termination.

B. Availability of Records

1. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the contract or until all pending County, State and Federal audits and litigation are completed, whichever is later. Program data shall be retained locally and made available upon request or turned over to county. If said records are not made available at the scheduled monitoring visit, service provider may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time), and be deducted from the following month's claim for reimbursement.
2. Records of the service provider that do not pertain to the program shall not be subject to audit unless provided for in another agreement.

C. Assistance by Service Provider

The service provider shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the service provider.

IV. EQUAL EMPLOYMENT OPPORTUNITY / CIVIL RIGHTS COMPLIANCE REQUIREMENTS

- A. The proposer agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11376, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws, regulations and policies relating to equal employment or social services, including laws and regulations hereafter enacted.
- B. The proposer shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the JESD Contracts Unit.
- C. Civil Rights Compliance
The proposer shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan which is to be on file with the JESD Contracts Unit within 30 days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. JESD will supply a sample of the Plan format. The proposer will be monitored by JESD for compliance with provisions of its Civil Rights Plan.

V. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last 10 years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm or any of its partners, principals, members, associates or key employees has, within the last 10 years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees, within the last 10 years, has been the subject of legal proceedings, as defined herein, arising directly from the provision of services by the firm of those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision, "key employees" includes any individuals providing direct service to the county. "Key employees" does not include clerical personnel providing service at the firm's offices or locations.

SECTION 3

I. PROPOSAL SUBMISSION CRITERIA

- A. All interested and qualified organizations/agencies are invited to submit a proposal for consideration.
- B. Proposal must be submitted in the format described hereafter. Proposals are to be prepared to provide straightforward, concise descriptions of capabilities to satisfy the requirements of this RFP. Colored displays, promotional materials, etc. are **not required** and are **strongly discouraged**. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.
- C. Proposal must be complete in all respects as required in this section. A Proposal **will not** be considered if it is conditional or incomplete.
- D. Proposal must be received no later than the date and time at the designated location as specified in Section 1, paragraph (II) (A) of this RFP.
- E. All proposals, supporting documentation and materials submitted become the property of the County.

II. PROPOSAL PRESENTATION

- A. The County has adopted a recycled product purchasing standards policy, which requires service providers to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires proposers to use both sides of paper sheets for reports submitted to the County whenever practical.
- B. All proposals must be submitted on 8½ by 11, white, recycled paper with double-sided printing, unless specifically shown to be impractical, with no less than ½" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch (no smaller than 10 pt font). Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom of the page.
- C. Submit one bound proposal with original signatures, and six unbound copies of the written proposal. Package(s) must be sealed and marked: "Confidential" - WIA Title I Youth RFP and must include the name of the submitting agency on the envelope.
- D. Follow exactly the prescribed format. Evaluation and rating forms will be numbered to coincide exactly with the proposal format. Identify each section of text using the numbering and lettering system provided below.
- E. Do not reprint or reiterate a question or statement from the RFP; however, do not merely answer, for example, "yes" or "no." Instead, use a simple complete phrase, such as, "Service will be available Monday-Friday, 9:00 a.m. - 5:00 p.m."
- F. Avoid referring the reader to other sections of the proposal. It is preferable for you to restate a point briefly or to include requested information at the point it is referenced, indicating this location in your Table of Contents.

III. PROPOSAL FORMAT

Response to this Request for Proposal must be in a packaged format and must be submitted as specified below:

- A. **Cover Page** (See Attachment I of this RFP)
Submit a letter, on agency letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/agency submitting that proposal and include the following information:
 - 1. A statement that the proposal is submitted in response to the WIA Youth Program Title 1 RFP.

2. A statement permitting official representatives of JESD access to its facilities, staff, and records in conducting a pre-award survey.
3. A statement authorizing JESD to contact any or all of the references and funding or information sources to verify credit, funding, accreditation, performance and other information.
4. A statement certifying that the organization will provide the product(s) and/or service(s) as described in the proposal at the price stipulated in this proposal from July 1, 2003 to June 30, 2005. The price(s) contained herein is the same charged to all other individuals or organizations contracted for and/or receiving the same product(s) and/or service(s). All material facts presented in this proposal shall be binding and included as part of the contract if this proposal is selected and the contract awarded.
5. A statement that the offer presented in the proposal is firm and binding for 120 days from the date submitted.
6. A statement, that all aspects of the proposal, including costs, have been determined independently, without consultation, with any other prospective proposer or competitor for the purpose of restricting competition.
7. A statement, that the organization will, if selected and awarded a contract, comply with all applicable rules, laws, and regulations.
8. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization.

B. Table of Contents

A complete table of contents for the entire proposal with respective page numbers.

C. Statement of Certification

Include a page, signed by the duly authorized officer in Attachment I of this RFP, that includes the following information:

1. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/agency.
2. A statement that the proposer is able to maintain adequate files and records and can meet statistical reporting requirements.
3. A statement that all fiscal records are kept in accordance with Generally Accepted Accounting Principles (GAAP) and account for all funds, tangible assets, revenue, and expenditures.
4. A statement that the proposer has the demonstrated administrative and fiscal capability to provide and manage the proposed services and ensure an adequate audit trail.
5. A statement that the proposer is able to secure a bond, if required by JESD, against losses of money and other property caused by any fraudulent or dishonest act committed by any employee, board member, officer, partner, shareholder, or trainee.
6. Include the completed Service Provider Information Summary (see Attachment III of this RFP) immediately following this page.

D. Additional Contractor Information

1. List the name, title, and phone number of the business owner, co-owners, partners (participating and/or silent), and other individuals holding at least a 10% interest or ownership in the business. For non-profit or public institutions, list the manager(s), director(s), and/or department head responsible for the program(s).

2. In the past five years, have any of the current owners, co-owners, partners (participating and/or silent), and/or other individuals holding at least a 10% interest or ownership in this business/agency/organization held (or hold) at least a 10% interest or ownership in any other business/agency/organization providing the same or similar services identified in this proposal? If so, provide the individual's name, title, address, and phone number, the name and address (or former name and address) of the business/agency/organization, and the reason for closure (if applicable). If none, so state.
3. State all additional names used by the proposer in conducting business, the addresses and phone numbers of the organizational headquarters and all local operating locations.
4. How long has your organization or firm been in business under the present business name? Has the organization or business operated under another name within the last five years? If so, state the previous name, location (if different from above), and when and why the change occurred.
5. Does your organization or firm hold a financial interest (10% or greater) in any other firm(s) or lines of business? If so, provide the name, address, type of business, and amount of the financial interest. If none, so state.
6. Personnel
 - a. Complete a "Job Description/Resume of Key Personnel" (see Attachment X of this RFP) for all key personnel who will be involved in administering a contract resulting from this proposal.
 - b. Provide a copy of your current organizational chart, showing all major functions and components and the names of persons occupying named positions. Include as **ATTACHMENT 1** of your proposal.
 - c. If the award of a contract based on this proposal will require your organization or firm to obtain additional staff, provide a detailed explanation of the type of positions required, and when personnel will be available. The costs associated with the addition of these personnel must be calculated into the proposed total cost of your program.
7. Information on Former County Administrative Officials
 - a. Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. This list should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
 - b. Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.
 - c. Inaccuracies or Misrepresentations: If, in the course of the RFP process or in the administration of a resulting contract, the county determines that the vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the county, the vendor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.
 - d. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.
8. Provide a membership roster for all governing boards or advisory boards, if applicable, including name, title, business affiliation, address and phone number as **ATTACHMENT 2** of your proposal.

9. References. Provide at least three business references that are associated or familiar with your business. Include the name, title, organization's name, address and phone number for each person. JESD reserves the right to contact any or all of the references to verify background, credibility, performance and any information necessary for review of this proposal.

10. Insurance

- a. Provide the name of your organization's general liability and automobile insurance carrier, workers' compensation insurance carrier, and fidelity bond holder (if applicable). Attach a copy of the binder or cover sheet of your current policy showing the limits of coverage and required endorsements as **ATTACHMENT 3** of your proposal. *Note: Organizations awarded a contract with JESD will be required to meet the insurance requirements listed in this RFP prior to the commencement of performance of services.*
- b. Compliance Letter
Proposers **MUST** include a letter signed by their insurance agent, on their insurance company's letterhead, stating that the insurance requirements (See Section 2, paragraphs II. A-C of this RFP) can be met and will be included in a policy if a contract is awarded. Include this letter as **ATTACHMENT 4** of your proposal. *Note: Proposers that have these insurance requirements in place and on file with JESD are not required to provide this letter.*

11. Financial Statements

- a. Provide a copy of the most recent and complete audited and/or financial statements available for your organization or firm. The financial statements shall be for a fiscal period not more than 18 months prior to the submission date for this proposal. If an audit is of a parent firm, the parent firm shall be party to any contract resulting from this proposal. Include as **ATTACHMENT 5** of your proposal.
- b. If audited and/or financial statements have never been prepared due to the size or newness of an organization, the proposer must provide, at a minimum, an Organizational Budget, an Income Statement (or Profit and Loss Statement), and a Balance Sheet certified by an authorized representative of the organization.
- c. Exempt from this requirement are individuals who are personally performing the contracted services and governmental agencies.

D. Statement of Experience

1. A statement that the proposer is a legal entity such as corporation, partnership, etc. Include copies of the official papers showing formation of a corporation, partnership, or sole proprietorship as **ATTACHMENT 6** of your proposal, following the total narrative. Include a copy of the current business license, if applicable, as **ATTACHMENT 7** of your proposal.
2. A statement of the number of years the proposer has been in business under the present business name, as well as related prior business names.
3. A statement that the proposer has the capacity to perform the required services.
4. A statement that the proposer possesses any/all applicable licenses and/or possesses the ability to obtain the required licenses or additional licenses and permits, as necessary.
5. Complete the Contractor Experience Form (see Attachment XI of this RFP).

E. Other Declarations

1. A statement that the proposer **does** or **does not** have any pending litigation involving the proposer, any officers, employees, and/or consultants thereof, in connection with any contracts.

2. A statement that the proposer **does** or **does not** have any convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees.
3. A statement that the proposer **does** or **does not** have any commitments or potential commitments, including tax liens or other judgments which may impact the proposer's assets, lines of credit, guarantor letters, or ability to perform the contract.
4. Include the completed Credit Report Authorization (see Attachment XII of this RFP) after these declarations.

F. **Subcontractor Information:**

If subcontracting, proposer must submit written justification for subcontracting if any portions of the proposed services/activities are contracted out to another agency/organization. Attach a statement from each potential subcontractor, signed by a duly authorized officer, employee, or agent of the organization/agency, that includes the name and address of the organization/agency, type of work to be performed and percentage of the total work to be subcontracted. The statement must also include that the subcontractor will perform all work as indicated and will comply with all WIA regulations, state or federal laws, and the contract. The proposer shall be responsible for the performance of the subcontractor.

If not subcontracting, proposer should provide a statement to that effect.

G. **Narrative:**

The narrative is the body of the proposal and should give the reviewer a clear picture of the design and cost of the project, activity or service, the anticipated outcomes, and the proposer's capability of delivering the youth program being proposed. This information must be presented in the following sequence:

1. Executive Summary:
 - a. Provide separate descriptions of proposed services and activities for in-school and out-of-school youth and specify how services will be tailored to meet the individual needs of both populations.
 - b. Describe the number of youth to be served (in school and out-of-school), the cost per participant, the target population, and the primary geographic area(s) to be served.
 - c. Discuss the deficiencies in the current youth system in the area you plan to serve and how your proposed program will fill the deficiencies in meeting the needs of youth.
 - d. Detail your past experience and results delivering workforce development or related programs to youth ages 14 –21, who face multiple barriers to success in education and/or employment, and who are ethnically or culturally diverse.
2. Leverages / Linkages:
 - a. Describe who your partners are in the collaboration and the type of services and contributions (i.e., cash, in-kind, space, utilities, etc.) they will provide to the program.
 - b. Describe your collaboration's collective experience in providing youth development and employment services.
 - c. Discuss your relationship with any of the four San Bernardino County's Employment Resource Centers and how the linkage will enhance the scope of your work.
 - d. Complete Attachment VI (Leveraged Resources), Attachment VII (Linkages), and provide Letters of Intent for Linkages as **ATTACHMENT 8** of your proposal.
3. General Operations:
 - a. Describe the current leadership/management structure of your agency, including your agency's approach/strategy for quality leadership development, and the structure and objective of your agency's governing board.
 - b. Discuss how you will recruit and retain quality staff, including paying competitive salaries.
 - c. Describe your training site(s) including locations, facilities, and hours of operations.
 - d. Explain what features and services at your training site(s) are designed to appeal to the youth, parents, and the community in the area you propose to serve.

4. Program Description:

- a. Describe how you will actively recruit youth through various strategies rather than waiting for them to apply. Describe how you will recruit out-of-school youth and youth with special needs.
- b. Describe your eligibility and assessment process. Provide a list of objective assessment tools that will be used by you organization. What assessment tools will be used to determine the basic skills, work readiness skills, and occupational skill levels and service needs of youth? Who will be responsible for administering the initial and post assessment tests?
- c. Discuss the process for developing an Individual Service Strategy (ISS) for each youth participant that reflects his or her goals and needs. Who will be responsible for updating the ISS?
- d. List the case management techniques that will be implemented. Include frequency/level of contact between the case manager/youth counselor and youth.
- e. How and at what intervals will the youth participant's activities be monitored and tracked?
- f. Complete Attachment VIII and IX of this RFP to describe how services will be provided in each of the required elements.

5. Program Performance:

- a. Describe your performance objectives. Include total enrollments, performance levels and expected outcomes.
- b. How will you evaluate the effectiveness of the services on an ongoing basis? Who will be responsible for determining customer satisfaction?
- c. Describe your data collection system that will be established to track, document and report performance outcomes on a regular basis.
- d. Discuss your process for continuous improvement and staff development.

6. Fiscal Capacity and Budget (Complete Attachments IV and V of this RFP):

- a. Describe the ability of your agency to accept fiscal liability for all funds received and its ability to track and report expenditures. Include a description of the system your agency has in place to safeguard these funds.
- b. Describe how your agency arrived at the program costs being proposed.
- c. What type of insurance coverage does your agency currently have?

H. **Required Documents and Proposal Format Checklist**

Attachment II to this RFP provides a listing of documents that MUST be included with your proposal. In addition, a detailed checklist for the construction of the proposal is included.

IV. PROPOSAL REVIEW AND EVALUATION PROCESS

- A. All proposals will undergo an initial and technical review to determine if they meet the following requirements:
 - Minimum Proposer Requirements as specified in Section 1, item (I) D of the RFP.
 - Proposal Presentation as specified in Section 3, items II and III of the RFP.
- B. Failure to meet the above stated requirements may result in a rejected proposal. If, however, the proposal is found to contain a defect or variation that the County deems to be immaterial or inconsequential, the proposal will advance to the next stage of the evaluation process. In such cases the proposer will be notified of the deficiency and given an opportunity to correct the defect or variation or the County may elect to waive the deficiency and accept the proposal.
- C. Proposals meeting the above requirements will be read, evaluated, and scored based on the following criteria:
 1. **Organization & Management - 15 points.** Criteria in this area will include such factors as:
 - a. **Administration: 4 points**

- 1) The proposal states the proposer's vision and mission to youth, specifically describing the impact to WIA youth participants.
 - 2) Describe the management oversight of the WIA youth program operations and the site location of the administrative activities.
- b. Program Operations: 4 points**
 - 1) Program operation equipment, supplies, and staff training needs are addressed.
 - 2) Systems for youth recruitment outreach and service referral are described and linked by formal agreement or informal commitment letter from the organization that will actually provide the service.
- c. Data Systems: 3 points**
 - 1) Description of the proposer's management information system and/or data system that will be used to track WIA youth contract expenditures and program services.
- d. Program Site(s): 4 points**
 - 1) All sites for outreach, enrollment, and program operations are clearly identified.
 - 2) Program and service sites are located conveniently for the targeted youth.
- 2. Program Description - 40 points.** Criteria in this area will include such factors as:
 - a. Youth Identification: 5 points**
 - 1) The age of youth to be served is stated clearly: 14-15, 16-17, 18-21.
 - 2) Youth to be served are In School and Out-of-School. Program must be designed to serve 30% out-of-school youth.
 - 3) Targeted youth groups include School Dropouts, Pregnant and Parenting Teens, Youth on Probation and/or Parole, Foster Youth, and/or Deficient in Basic Literacy Skills.
 - 4) Data to support the needs of the youth to be served.
 - 5) Proposal states recruitment methods to be used to identify and enroll the targeted groups and specifically the older youth (19 – 21).
 - 6) The activities are age appropriate, interesting and beneficial and likely to attract youth.
 - b. Required Elements: 20 points**
 - 1) Description of the 10 required program elements and how they will be provided. These are: academic enhancement skills; alternative secondary school services; summer opportunities; paid and unpaid work experience; occupational skill training; leadership development opportunities; supportive services; adult mentoring; follow-up services; comprehensive guidance and counseling.
 - 2) Description of how the program is designed to address recruitment, objective assessment, and individual service strategy.
 - 3) Description of how the program requirements that are detailed in Section IV (E) 1 – 9 will be met. Out-of-School Youth, Participant Records, Achievement Portfolio, Monitoring and Case Management.
 - c. Proposer's Program Elements: 5 points**
 - 1) Elements that make this proposal unique are stated and measurable.
 - 2) The proposer will provide a "custom" program, in addition to those required in Item b, 1-3 above.
 - 3) The proposer will have the capability to provide all required services.
 - 4) Proposer (clearly and briefly) shows how this proposal will provide a cost beneficial return on the public's investment.

d. Methods of Program Evaluation: 10 points

- 1) The proposal describes methods to be used to evaluate WIA program activities.
- 2) The WIA activities to be addressed: Training (10 elements), Supportive Services, Incentives for Recognition and Achievement, Leadership Development, Recruitment Strategies and Follow-up Services.

3. Cost Reasonableness - 20 points. Criteria in this area will include such factors as:

a. Fiscal Operations: 10 points

- 1) The proposing agency has demonstrated that it is fiscally solvent.
- 2) The agency will have multiple funding sources and not be WIA dependent.
- 3) Cost per participant and the total amount sought by the proposer constitutes the most effective use of the County's resources.
- 4) The staff-to-youth ratio is equitable.

b. Leveraged Funding: 5 points

- 1) The proposer is part of a partnership that is providing innovative staffing approaches and/or in-kind services for the overall project.
- 2) The amount of supplemental funding being provided to the program by the proposer is at least 35% of the proposed funding.

c. Budget Narrative: 5 points

- 1) All required information, including staff, operational, and other needed costs, is provided in the required budget format according to instructions.
- 2) Line item budget is accurate and complete.

4. Program Outcome - 25 points. Criteria in this area will include such factors as:

a. Performance measures: 10 points

- 1) The Skill Attainment Rate goals for younger youth (14-18) are clearly stated.
- 2) The Diploma/Equivalent Rate goals for younger youth (14-18) are clearly stated.
- 3) The Retention Rate goals for younger youth (14-18) are clearly stated.
- 4) The Entered Employment Rate goals for older youth (19-21) are clearly stated.
- 5) The Employment Retention Rate goals for older youth (19-21) are clearly stated.
- 6) The Average Earning Change goals for older youth (19-21) are clearly stated.
- 7) The Credential Rate goals for older youth (19-21) are clearly stated.
- 8) A strategy to collect Customer Satisfaction Measures for older and younger youth, and for employers is clearly discussed.

b. Delivery Strategy: 5 points

- 1) The proposal states the number of youth expected to be served in each major program area.
- 2) The proposal states the short-term benefits for youth in each major program function.
- 3) The proposal states the long-term benefits for youth in each major program function.

c. Past Performance: 10 points

- 1) The proposer has received satisfactory monitoring and/or performance measure reports from a contracted program currently in operation and overseen by San Bernardino County.
- 2) If a proposer does not have a current contract with San Bernardino County, they must provide evidence of satisfactory performance in the form of monitoring reports, performance measures or in any other reasonable format that shows reliable and effective performance by the proposer.

- D. The WIB Youth Council will make final recommendations for selection to the WIB and to the Board of Supervisors.
- E. The proposals will be competitively rated within each of the three geographic areas as referred in Attachment XIII.

V. CONTRACT AWARD

- A. Contract(s) will be awarded based on a competitive selection of proposals received.
- B. The contents of the successful proposal will become contractual obligations, and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

VI. APPEALS

- A. All proposers are given the opportunity to appeal JESD staff funding recommendations. Proposers may appeal the recommended award or denial of award, providing the following stipulations are met:
 - 1. Appeal request must be in writing. **Verbal appeals will not be accepted.**
 - 2. Must be submitted within 10 calendar days of the date of either the letter of notification of intent to award or the letter of denial, as applicable.
- B. An appeal of a **denial of award** can only be brought on the following grounds:
 - 1. Failure of JESD to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
 - 2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - 3. A violation of State or Federal law.
- C. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

San Bernardino County Workforce Investment Board
Attn: Youth Council Chairperson
215 North D Street, Suite 201
San Bernardino, CA 92401

- D. Accepted appeals will be processed and reviewed by a panel convened by the Chairperson of the LWIB and the Director of JESD.
- E. The LWIB and JESD will consider only those specific issues addressed in the written appeal. A written response will be provided to the appealing proposer within 14 calendar days of receipt of the appeal, advising of the decision with regard to the appeal and the basis for the decision.

VII. DEFINITIONS

Administrative Costs	The costs of administration that are necessary and allowable costs. These expenses are usually associated with the overall management and administration of the WIA program and are not directly related to services provided to the participant.
Allowable Costs	The necessary and reasonable costs incurred in operating a WIA program that are allocable to the corresponding expense categories.
Basic Skills Deficient	An individual who has English, reading, writing, or computing skills at or below the 8 th grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test.
Community Based Organization (CBO)	A private nonprofit organization that is representative of a community or a significant segment of a community.
Completion of WIA Activity	The successful completion of required course work, attainment of verifiable skills competencies in the training curriculum, passing all required examinations, including the final examination while attaining the grade levels established by the school.
Deficient in Basic Literacy Skills	Computes or solves problems, reads, writes, or speaks English at or below the 8 th grade level, or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.
Eligibility Determination / Criteria	The process of gathering and analyzing data, related to eligibility criteria, to determine whether an applicant <u>meets the criteria which would allow him or her to participate in the program.</u>
Eligible Youth	An individual who is between 14-21 years of age, who is low income and is experiencing one of the following barriers: deficient in basic literacy skills, school dropout, homeless, runaway, foster child, pregnant, parenting, youth with a disability, or offender. Also includes an individual who requires additional assistance to either complete an educational program or to secure and maintain employment.
Enrollment	County staff has certified WIA eligibility and WIA eligibility data has been entered into the State JTA databased system.
Individual Service Strategy (ISS)	An individual plan that shall identify an employment goal (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant taking into account the objective assessment.
Linkage(s)	Development of partnerships with educational institutions, community based organizations, public and private sector employers to aid in a variety of comprehensive and integrated services and activities that will: 1) foster youth participation in program services and 2) provide a coherent and accessible system for individuals and businesses alike.

Local Education Agency (LEA)	A board of education or other legally constituted local school authority having administrative control and direction of public elementary or secondary schools in a city, county, township, school district or political subdivision in a state or any other public educational institution or agency having administrative control and direction of a vocational education program.
Local Workforce Investment Area (LWIA)	A geographical area within the state designated by the Governor in accordance with WIA guidelines.
Local Workforce Investment Board (LWIB)	The LWIB, composed primarily of representatives from the private sector, is responsible for providing policy guidance and oversight of the Employment Resource Center system, youth activities, and employment and training activities in accordance with the State criteria under Title I of WIA.
Objective Assessment	Assessment of the academic levels, skills levels, and service needs of each participant, which shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interest and aptitudes for non-traditional jobs), supportive service needs, and developmental needs.
Offender	An individual who has been subject to any stage of the criminal justice process or who requires assistance in overcoming barriers to employment resulting from a record of arrest or conviction.
Employment Resource Center System	A seamless system of service delivery that is created through the collaboration of public, state, and Federal entities and is designed to enhance access to services and improve outcomes for individuals seeking training and/or services assistance.
Out-of-School Youth	An individual who is a school dropout or is an eligible youth, who has either graduated from high school or holds a GED, but is basic skills deficient, unemployed, or underemployed. Note: Youths attending alternative schools are <u>not</u> considered out-of-school youth.
Participant	An individual, who has registered and who is receiving services, under a program authorized by WIA Title I. Participation commences on the first day following determination of eligibility.
Performance Standards	Represents the core measures of performance for employment and training activities. These standards apply to adult, dislocated worker, and youth programs. There are a total of seven (7) core measures that apply to the youth programs and two (2) measures of customer satisfaction.
Positive Social Behaviors	These are usually referred to as “soft skills” or “life skills” and focus on areas such as development of positive attitudes, self-esteem building, cultural diversion training, and work stimulation activities.
Request for Proposal (RFP)	The document used to solicit desired training and/or services from potential service providers to serve a specific population. Although cost of proposed services is a vital factor, originality and effectiveness of the proposal, background and experience of the proposer, and past contract performance is evaluated.

School Dropout	An individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.
Service Provider	A public agency, private non-profit or private-for-profit organization, or CBO that delivers educational, training, employment, or supportive services to WIA participants.
Subrecipient	A legal entity to which a sub-grant is awarded and which is accountable to the recipient (or higher tier subrecipient) for the use of the funds provided.
TANF	Temporary Assistance to Needy Families, formerly known as AFDC.
Training	Authorized services and activities as specified in this RFP.

ATTACHMENTS

ATTACHMENT I

COVER LETTER FORMAT

Date

Beverly Wilson, Employment Services Manager
County of San Bernardino
Workforce Investment Business Resource Office
215 North D Street, Suite 201
San Bernardino, CA 92415

Subject: Proposal Submission

As a duly authorized officer or agent of Business/Agency/Organization authorized to sign for and submit proposals on behalf of this organization, I hereby certify and affirm, under penalty of perjury, the following statements:

1. In submitting this proposal in response to the Workforce Investment Act (WIA) Youth Program Title I Request for Proposal (RFP), I certify that the information presented is true and accurate. Business/Agency/Organization agrees to provide additional information regarding administrative, financial, and legal status if deemed necessary by the Jobs and Employment Services Department (JESD).
2. Business/Agency/Organization will permit official representatives of JESD access to its facilities staff, and records in conducting a pre-award survey in connection with this proposal.
3. Business/Agency/Organization hereby authorizes JESD to contact any or all of the references and funding or information sources named herein in order to verify credit, funding, accreditation, performance, and other information deemed necessary for review of this proposal.
4. Business/Agency/Organization will provide the product(s) and/or service(s) as described in this proposal at the price stipulated in this proposal from July 1, 2003 to June 30, 2005. The price(s) contained herein is the same charged to all other individuals or organizations contracted for and/or receiving the same product(s) and/or service(s). All material facts presented in this proposal shall be binding and included as part of the contract if this proposal is selected and the contract awarded.
5. The offer presented in this proposal is firm and binding for 120 days from the date listed above.
6. All aspects of this proposal, including costs, have been determined independently, without consultation with any other prospective proposer or competitor for the purpose of restricting competition.
7. Business/Agency/Organization will, if selected and awarded a contract, comply with all applicable rules, laws, and regulations.

Signature of Authorized Official

Print Name: _____

Official Title: _____

PROPOSAL FORMAT CHECKLIST

Proposal Format

Your proposal must be submitted in the following order. If an item is not applicable to your proposal, instead of the item, insert a page stating briefly why it does not apply.

- ☐ Cover Page (see Attachment I of this RFP)
- ☐ Table of Contents
- ☐ Statement of Certification – includes Service Provider Information Summary (see Attachment III of this RFP)
- ☐ Additional Contractor Information – must include:
 - Job Description/Résumé of Key Personnel (see Attachment X of this RFP)
 - References
 - Information on Former County Administrative Officials (if applicable).
 - Information on Grant Writer who has assisted in developing the proposal.
- ☐ Statement of Experience – must include: Contracting Experience (see Attachment XI of this RFP)
- ☐ Other Declarations – must include: Credit Report Authorization (see Attachment XII of this RFP)
- ☐ Subcontracting Information (if applicable)
- ☐ Narrative –
 - ☐ Executive Summary
 - ☐ Leverages/Linkages - must include:
 - Leveraged Resources (see Attachment VI of this RFP)
 - Linkages (see Attachment VII of this RFP)
 - ☐ General Operations
 - ☐ Program Description
 - List of Objective Assessment tools that will be used by the organization
 - Ten Program Elements – Out-of-school Youth (see Attachment VIII of this RFP)
 - Ten Program Elements – In School Youth (See Attachment IX of this RFP)
 - ☐ Program Performance
 - ☐ Fiscal Capacity and Budget
 - Total Budget Request – Program Year (see Attachment IV of this RFP)
 - Total Budget Request – Follow-Up Year (see Attachment V of this RFP)

REQUIRED DOCUMENTS TO BE ATTACHED

- ☐ Organizational Chart, including WIA staff (Attachment 1)
- ☐ Membership Roster for all Governing or Advisory Boards (Attachment 2)
- ☐ Proof of Insurance Coverage(s) General Liability, Professional Liability, and Workers' Compensation as specified in Section 2, paragraph II, B of this RFP, (Attachment 3)
- ☐ Insurance Compliance Letter (Attachment 4)
- ☐ Audited and/or Financial Statements for the last calendar or fiscal year (Attachment 5)
- ☐ Evidence of Legal Entity (e.g., Articles of Corporation, Partnership Agreement, etc.) (Attachment 6)
- ☐ Current Business License (Attachment 7)
- ☐ Letters of Intent for Linkages (Attachment 8)
- ☐ Credit Report Authorization (Attachment 9)
- ☐ List of Objective Assessment tools that will be used by the organization (Attachment 10)
- ☐ Geographic Areas to Serve (Attachment 11)

SERVICE PROVIDER INFORMATION SUMMARY

Legal name of organization,
firm, or agency: _____

Street Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

Type of Organization: ☐ Public (Govt) ☐ Local Education Agency (LEA)
 ☐ Private-For-Profit ☐ Private Non-Profit
 ☐ Other: _____

Type of Legal Entity: ☐ Corporation ☐ Sole Proprietorship
 ☐ Partnership ☐ Other: _____

Federal ID#: _____ State ID#: _____

Contact Person: _____ Title: _____

Contact Person
Phone Number: _____ Fax: _____

Name(s) of organization(s) and individual(s) who have helped developed the Request for Proposal.

Name	Organization	Address	Telephone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Does your organization currently have a relationship or contract with San Bernardino County, the Jobs and Employment Services Department, or the San Bernardino County Workforce Investment Board? If so, attach a separate sheet and please describe.

TOTAL BUDGET REQUEST PROGRAM YEAR

Column 1 must show all funds requested by the proposal. Column 2 (supplemental cash funding) and Column 3 (other sources - including in-kind contributions) are the additional funding required in the Minimum Proposer Requirements (total funding in Columns 2 and 3 must be equal to or greater than 35% of Column 1).

NOTE: All in-kind contributions must be explained in Attachment VI.

	Column 1 JESD funds	Column 2 Supplemental Funding	Column 3 Other sources	Total
SECTION I – PROGRAM				
A. In School Youth				
B. Out-of-School Youth				
TOTAL SECTION I - PROGRAM				
SECTION II – ADMINISTRATION				
A. In School Youth				
B. Out-of-School Youth				
TOTAL SECTION II – ADMINISTRATION				
TOTAL (Program + Administration):				

Budget Statement – Complete the detailed budget below.

SECTION I - PROGRAM				
A. Staff Salaries and Benefits				
B. Staff Travel				
C. Staff Training/Meetings				
D. Advertising, Marketing, Outreach				
E. Insurance, Bonding				
F. Subcontracts				
G. Rent				
H. Utilities				
I. Telephone				
J. Contracted Services (janitorial, etc.)				
K. Consumable Supplies				
L. Printing, Reproduction				
M. Training Materials, Supplies				
N. Equipment Purchase				
O. Equipment Rent/Lease				
P. Equipment Maintenance				
Q. Participant Wages				
S. Supportive Services				
T. Other (list)				
TOTAL PROGRAM COSTS				

TOTAL BUDGET REQUEST PROGRAM YEAR (continued)

BUDGET STATEMENT – Complete the detailed budget below.				
	Column 1 JESD funds	Column 2 Supplemental Funding	Column 3 Other sources	Total
SECTION II – ADMINISTRATION				
A. Staff Salaries and Benefits				
B. Staff Travel				
C. Staff Training/Meetings				
D. Advertising, Marketing, Outreach				
E. Insurance, Bonding				
F. Subcontracts				
G. Rent				
H. Utilities				
I. Telephone				
J. Contracted Services (janitorial, etc.)				
K. Consumable Supplies				
L. Printing, Reproduction				
M. Equipment Purchase				
N. Equipment Rent/Lease				
O. Equipment Maintenance				
P. Audit				
Q. Other (list)				
TOTAL ADMINISTRATION COSTS				

TOTAL BUDGET REQUEST FOLLOW-UP YEAR

Column 1 must show all funds requested by the proposal. Column 2 (supplemental cash funding) and Column 3 (other sources - including in-kind contributions) are the additional funding required in the Minimum Proposer Requirements (total funding in Columns 2 and 3 must be equal to or greater than 35% of Column 1).

NOTE: All in-kind contributions must be explained in Attachment VI.

	Column 1 JESD funds	Column 2 Supplemental Funding	Column 3 Other sources	Total
SECTION I – PROGRAM				
A. In School Youth				
B. Out-of-School Youth				
TOTAL SECTION I - PROGRAM				
SECTION II – ADMINISTRATION				
A. In School Youth				
B. Out-of-School Youth				
TOTAL SECTION II – ADMINISTRATION				
TOTAL (Program + Administration):				

Budget Statement – Complete the detailed budget below.

SECTION I - PROGRAM				
A. Staff Salaries and Benefits				
B. Staff Travel				
C. Staff Training/Meetings				
D. Advertising, Marketing, Outreach				
E. Insurance, Bonding				
F. Subcontracts				
G. Rent				
H. Utilities				
I. Telephone				
J. Contracted Services (janitorial, etc.)				
K. Consumable Supplies				
L. Printing, Reproduction				
M. Supportive Services				
N. Other (list)				
TOTAL PROGRAM COSTS				

ATTACHMENT V (continued)

TOTAL BUDGET REQUEST FOLLOW-UP YEAR (continued)

BUDGET STATEMENT – Complete the detailed budget below.				
SECTION II – ADMINISTRATION	Column 1 JESD funds	Column 2 Supplemental Funding	Column 3 Other sources	Total
A. Staff Salaries and Benefits				
B. Staff Travel				
C. Staff Training/Meetings				
D. Advertising, Marketing, Outreach				
E. Insurance, Bonding				
F. Subcontracts				
G. Rent				
H. Utilities				
I. Telephone				
J. Contracted Services (janitorial, etc.)				
K. Consumable Supplies				
L. Printing, Reproduction				
M. Equipment Purchase				
N. Equipment Rent/Lease				
O. Equipment Maintenance				
P. Audit				
Q. Other (list)				
TOTAL ADMINISTRATION COSTS				

LEVERAGED RESOURCES

Total Amount		
Name of Agency	Amount per Agency	Type of resources (In-kind, office space, supplies, cash, etc.)

LINKAGES

Name of Agency	Program Element(s)

Program Elements Legend:

1. Academic Enhancement Skills (AES)
2. Alternative Secondary School Services (AS)
3. Summer Opportunities (SOO)
4. Paid and Unpaid Work Experience (WE)
5. Occupational Skills Training (OST)
6. Leadership Development Opportunities (LDO)
7. Supportive Services (SS)
8. Adult Mentoring (AM)
9. Follow-up Services (FUS)
10. Comprehensive Guidance and Counseling (CGS)

ATTACHMENT VIII

PROGRAM ELEMENTS: Out-of-School Youth

All Elements must be addressed. ELEMENTS MUST BE IN PLACE AND OFFERED YEAR ROUND AS OF July 1, 2003.

Program Elements	Description of Element	Description of Implementation Plan
1. Academic Enhancement		
2. Alternative Secondary School Services		
3. Summer Opportunities		
4. Paid and Unpaid Work Experience		
5. Occupational Skills Training		
6. Leadership Development Opportunities		
7. Supportive Services		
8. Adult Mentoring		
9. Follow-up Services		
10. Comprehensive Guidance and Counseling		

PROGRAM ELEMENTS: In School Youth

All Elements must be addressed. ELEMENTS MUST BE IN PLACE AND OFFERED YEAR ROUND AS OF July 1, 2003.

Program Elements	Description of Element	Description of Implementation Plan
1. Academic Enhancement		
2. Alternative Secondary School Services		
3. Summer Opportunities		
4. Paid and Unpaid Work Experience		
5. Occupational Skills Training		
6. Leadership Development Opportunities		
7. Supportive Services		
8. Adult Mentoring		
9. Follow-up Services		
10. Comprehensive Guidance and Counseling		

JOB DESCRIPTION/RESUME OF KEY PERSONNEL

Complete this Attachment for each key personnel position. All positions should be shown on the Organization Chart included as Attachment 1 of your proposal.

Position Title: _____

Name of Person Currently In This Position: _____

Position is responsible to which person: _____

Statement of Position Duties and Responsibilities:

Qualifications and Experience of Person In This Position:

Other Knowledge, Skills, and Abilities of Person In This Position:

Percentage of salary/wages funded by JESD WIA Youth Contact and how determined:

CONTRACTING EXPERIENCE

A. Current contracts in effect:

Contract Type (e.g., services/training provided)	Contract Period	Contract Amount	Funding Agency	Agency Address / Phone	Contact Person

☐ Check this box if proposer does not have any current contracts in effect.

B. Contracts successfully completed during last two (2) years:

Contract Type (e.g., services/training provided)	Contract Period	Contract Amount	Funding Agency	Agency Address / Phone	Contact Person

☐ Check this box if proposer has not completed any contracts in the last 2 years.

C. Contracts terminated prior to completion during the last two(2) years:

Contract Type (e.g., services/training provided)	Contract Period	Contract Amount	Funding Agency	Agency Address / Phone	Contact Person

☐ Check this box if proposer did not have any contracts terminated in the last 2 years.



COUNTY OF SAN BERNARDINO
JOBS AND EMPLOYMENT SERVICES DEPARTMENT

ATTACHMENT XII

CREDIT AUTHORIZATION

Agency or Contractor	Federal ID Number	
Address	State ID Number	
City	State	Zip
Dunn & Bradstreet ID Number (if applicable)		

I, as an authorized representative of _____, hereby authorize
Agency Name
the Jobs and Employment Services Department to verify _____
Agency Name
past employment earnings records, bank accounts, stock holdings, taxes, liens and any other
assets. I further authorize the Jobs and Employment Services Department to order a business
credit report and verify other credit information, including past and present landlord references.
It is understood that a copy of this form will also serve as authorization.

The information the Jobs and Employment Services Department obtains is only to be used in
evaluating and determining the financial stability of potential service and training contractors.

Signature of Authorized Representative	
Print Name	Date

COUNTY OF SAN BERNARDINO
JOBS AND EMPLOYMENT SERVICES DEPARTMENT

ATTACHMENT XIII

GEOGRAPHIC AREAS

Please indicate areas to serve in the last column.

Region	City/Town Included	Area(s) to Serve
West End	<ul style="list-style-type: none"> • Alta Loma • Chino • Chino Hills • Montclair • Ontario • Rancho Cucamonga • Upland • West End un-incorporated sections of San Bernardino County 	
Valley	<ul style="list-style-type: none"> • Colton • Fontana • Grand Terrace • Highland • Loma Linda • Rialto • Redlands • Yucaipa • East and Central Valley un-incorporated sections of San Bernardino County 	
Desert/Mountain Region	<ul style="list-style-type: none"> • 29 Palms • Adelanto • Apple Valley • Big Bear • Barstow • Crestline • Hesperia • Lake Arrowhead • Needles • Victorville • Yucca Valley • Desert/Mountain un-incorporated sections of San Bernardino County 	